

1. This is an action brought to recover the sum of US\$ 2,709,664.17, together with interest and costs, due and owing to plaintiff, ITG, for fabrics and textiles sold and shipped by it to defendant Peace Bird during the year 2017. ITG's place of business is in China, and defendant Peace Bird's place of business is in the United States. This case is governed by the United Nations Convention on Contracts for the International Sale of Goods ("CISG"). The CISG

automatically applies to contracts for the sale of goods between parties whose places of business are in different Contracting States, unless the parties agree to exclude its application. China and the United States are both signatories to the CISG, and the parties have not agreed to exclude the application of the CISG from applying to their sales transactions.

### **THE PARTIES**

2. Plaintiff, ITG, is a corporation organized and existing under the laws of The People's Republic of China ("P.R.C."), with its registered legal address at: Unit 2801, Guomao Centre, No.4688, Xianyue Road, Huli District, Xiamen City, China 361016.
3. Defendant, Peace Bird, is a corporation organized and existing under the laws of the State of New York, with its executive office located at: 1441 67<sup>th</sup> Street, Unit 1B, in the County of Kings, City and State of New York 11219.

### **JURISDICTION AND VENUE**

4. This court has diversity of citizenship jurisdiction pursuant to 28 U.S.C.A. § 1332. Plaintiff is a citizen of the P.R.C. Defendant is a citizen of the United States, located in the State of New York, and the amount in controversy exceeds \$75,000, exclusive of interests and costs. This court also has jurisdiction pursuant to 28 U.S.C. 1331, as claims made under the CISG arise under federal law.
5. Venue is appropriate in this judicial district pursuant to 28 U.S.C.A. § 1391(a).

**FACTS COMMON TO ALL COUNTS**

6. During the period beginning with a written contract dated February 10, 2017, and continuing up to, and including, written contracts dated July 7, 2017, Plaintiff ITG entered into a series of twenty eight separate written contracts with Peace Bird, pursuant to which ITG agreed to sell, and Peace Bird agreed to buy, certain described commodities consisting of fabrics and textiles (“the Sales Contracts”).
7. Under the terms of the Sales Contracts, for the most part and unless noted herein, the fabrics and textiles purchased by Peace Bird were to be shipped by ITG from any port in China by vessel, to Manzanillo, Mexico, where the purchased items were then to be shipped by land for delivery to Peace Bird in Mexico City, Mexico.
8. Each Sales Contract contained, among other things, a description of the items being sold, a customer item number, the weight of the shipment, the unit cost, and the shipping container number in which the items being purchased were to be shipped, and provided a “Ship By” date, which fixed the date on which the purchased items were to be shipped by ITG from China to Peace Bird in Mexico.
9. Eight of the initial Sales Contracts provided for the arbitration of any dispute, controversy or claim arising out of or relating to the contracts before the China International Economic and Trade Arbitration Commission. The remaining Sales Contracts that were executed by the parties and which are the subject of this action, do not include an arbitration clause.

10. The payment terms in the Sales Contracts provided that payment from Peace Bird to ITG was due “OA180,” which the parties agreed to mean that payment was not due until 180 days after shipment of the purchased items by ITG from China.
11. The initial series of Sales Contracts between the parties provided for delivery of the purchased items “CIF Mexico.”
12. The term “CIF” is a delivery term that stands for “Cost, Insurance and Freight” and means that the seller is required to deliver the purchased items on board the vessel. The risk of loss of or damage to the goods passes when the goods are on board the vessel. The seller must contract for and pay the costs and freight necessary to bring the goods to the named port of destination, and also contracts for insurance cover against the buyer’s risk of loss of or damage to the goods during the carriage.
13. Under a CIF delivery term, before the purchased items could be released from customs in Mexico, Peace Bird was required to pay all customs’ fees, duties and taxes imposed by Mexico.
14. After the initial Sales Contracts were executed, and in order to accommodate Peace Bird, ITG agreed to a change in the delivery terms of the purchased items to be “LDP Mexico.”
15. The term “LDP” is an abbreviation for “Landed Duty Paid.” Under an LDP delivery term, among other things, a Seller is required to pay all customs’ fees, duties and taxes that are imposed by the government of the destination port.

- 16.** ITG and Peace Bird agreed that under their LDP Agreement, ITG would advance the cost of customs' fees, duties and taxes that were required to be paid as the result of the shipments made by it under the Sales Contracts, and that the amount of the fees, duties and taxes, that were paid by ITG would be included in the purchase price of the items sold to Peace Bird.
- 17.** Peace Bird also agreed to reimburse ITG the full amount of the customs' fees, duties and taxes advanced by ITG, together with interest at the rate of 4% from the date each such payment was advanced by ITG on behalf of Peace Bird.
- 18.** As required by the terms of the Sales Contracts, ITG shipped the items purchased by Peace Bird, and paid the customs' fees, duties and taxes on each shipment made by it to Peace Bird, and the items shipped by ITG were received by, or on behalf of, Peace Bird.
- 19.** Despite due demand therefor, defendant Peace Bird has failed, and continues to refuse to pay the amounts due to plaintiff ITG for the items received by it under its Sales Contracts with ITG.

**AS AND FOR PLAINTIFF'S FIRST CAUSE OF ACTION**

- 20.** Plaintiff, ITG, repeats and re-alleges each and every allegation contained in paragraphs 1 through 19, inclusive, with the same force and effect as if the same were set forth fully at length herein.

- 21.** On June 5, 2017, ITG, as Seller, entered into a written Sales Contract with Peace Bird, as Buyer, for the sale of fabrics-textiles in various colors, described as “MAKUKO” (“the Purchased Items”).
- 22.** Among other things, the Sales Contract required the Purchased Items, customer item numbers LYM031-33, to be shipped by ITG and delivered “LDP Mexico City.”
- 23.** The Sales Contract provided that customer item number LYM031 was to be shipped out of any port in China before June 30, 2017; customer item number LYM032 was to be shipped out of any port in China before July 30, 2017; and customer item number LYM033 was to be shipped out of any port in China before August 30, 2017.
- 24.** The agreed upon Contract Price for the Purchased Items payable by Peace Bird to ITG was US\$4.626 per kilogram.
- 25.** Peace Bird agreed to pay to ITG the full amount of the Contract Price “OA 180 days,” or 180 days after shipment of the Purchased Items by ITG from any port in China.

**Customer Item LYM031**

- 26.** On July 10, 2017, shipping container numbered SUDU8653280, containing customer item number LYM031, and consisting of 571 Rolls of the purchased fabrics-textiles weighing 13,834.9 kilograms, was shipped on board from Ningbo, China, to the port of discharge in Manzanillo, Mexico, for transport to the place of delivery at Mexico City, Mexico, on behalf of defendant Peace Bird.

**27.** Bill of Lading Number ENBFL17070125 (ZYA7NGBO202597), ITG's Commercial Invoice Number 17410YFX029, in the amount of US\$64,000.25, along with a Packing List for the shipment of the Purchased Items, were provided to defendant Peace Bird.

**28.** Shipping container number SUDU8653280 arrived at the designated port of discharge in Manzanillo, Mexico, and the Purchased Items were delivered to, and received by, defendant Peace Bird.

**Customer Item LYM032**

**29.** On July 24, 2017, shipping container numbered TCNU8867360, containing customer item number LYM032, and consisting of 570 Rolls of the purchased fabrics-textiles, weighing 14,008.4 kilograms, were shipped on board from Ningbo, China, to the port of discharge in Manzanillo, Mexico, for transport to the place of delivery at Mexico City, Mexico, on behalf of defendant Peace Bird.

**30.** Bill of Lading Number CCNRN7465A5VX507 (PEN7NGBO24507), ITG's Commercial Invoice Number 17415YFX030, in the amount of US\$37,822.68, along with a Packing List for the shipment of the Purchased Items, were provided to defendant Peace Bird.

**31.** Shipping container number TCNU8867360 arrived at the designated port of discharge in Manzanillo, Mexico, and the Purchased Items were delivered to, and received by, defendant Peace Bird.

**Defendant's Breach**

- 32.** Plaintiff ITG, has, at all times, performed its obligations under the Sales Contract.
- 33.** The time for Peace Bird to make payment to ITG for the purchased items shipped in shipping container numbers SUDU653280 and TCNU8867360, under ITG Commercial Invoice Numbers 17410YFX029 and 17415YFX030, expired on January 6, 2018 and January 20, 2018, respectively.
- 34.** Defendant Peace Bird has failed and refused to make payment for the items of fabric-textiles purchased and received by it and is in breach its obligation to pay for the fabrics-textiles it received.
- 35.** As a consequence of defendant Peace Bird's breach of the Sales Contract, plaintiff ITG has been damaged in the sum of US\$101,822.93, together with interest, and the costs, disbursements, and attorneys' fees incurred in connection with this action.

**AS AND FOR PLAINTIFF'S SECOND CAUSE OF ACTION**

- 36.** Plaintiff, ITG, repeats and re-alleges each and every allegation contained in paragraphs 1 through 19, inclusive, with the same force and effect as if the same were set forth fully at length herein.
- 37.** On June 4, 2017, ITG, as Seller, entered into a written Sales Contract with Peace Bird, as Buyer, for the sale of polyester/spandex fabric-textiles in various colors, described as "75D BOMBAY" ("the Purchased Items").



- 38.** Among other things, the Sales Contract required the Purchased Items, customer item numbers DXB084 and DXB085, to be shipped by ITG and delivered “CIF Mexico City.”
- 39.** The Sales Contract also provided that customer item numbers DXB084 and DXB085 were to be shipped by ITG from any port in China before July 15, 2017.
- 40.** The agreed upon Contract Price for the Purchased Items payable by Peace Bird to ITG was US\$1.830 per kilogram.
- 41.** Peace Bird agreed to pay to ITG the full amount of the Contract Price “OA 180 days,” or 180 days after shipment of the Purchased Items by ITG out of any port in China.

**Customer Item DXB084**

- 42.** On June 22, 2017, shipping container number MRKU4380900, containing customer item number DXB084, and consisting of 866 Rolls of the purchased fabrics-textiles weighing 17,508 kilograms, was shipped on board from Ningbo, China, to Manzanillo, Mexico for transport by land to Mexico City for delivery to defendant Peace Bird.
- 43.** Bill of Lading Number TDSHSE17060291 (589782827), ITG’s Commercial Invoice Number 17342YFDR001, in the amount of US\$32,039.64, along with a Packing List for the shipment of the Purchased Items were provided to defendant Peace Bird.

44. Shipping container number MRKU4380900 arrived at the designated port of discharge in Manzanillo Mexico, and the purchased items were delivered to, and received by defendant Peace Bird.

**Customer Item DXB085**

45. On June 22, 2017, shipping container number MRKU4707818, containing customer item number DXB085, and consisting of 878 Rolls of the purchased fabrics-textiles weighing 17,795.4 kilograms, was shipped on board from Ningbo, China, to Manzanillo, Mexico for transport by land to Mexico City for delivery to defendant Peace Bird.

46. Bill of Lading Number TDSHSE17060292 (589782828), ITG's Commercial Invoice Number 17343YFDR002, in the amount of US\$32,565.58, along with a Packing List for the shipment of the Purchased Items were provided to defendant Peace Bird.

47. Shipping container number MRKU4707818 arrived at the designated port of discharge in Manzanillo Mexico, and the Purchased Items were delivered to, and received by defendant Peace Bird.

**Defendant's Breach**

48. Plaintiff ITG, has, at all times, performed its obligations under the Sales Contract.

49. The time for Peace Bird to make payment to ITG for the Purchased Items shipped in shipping container numbers MRKU4380900 and MRKU4707818, under ITG's Commercial Invoice Numbers 17342YFDR001 and 17343YFDR002, expired on December 19, 2017.

**50.** Defendant Peace Bird has failed and refused to make payment for the items of fabric-textiles purchased and received by it and is in breach its obligation to pay for the fabrics-textiles it received.

**51.** As a consequence of defendant Peace Bird's breach of the Sales Contract, plaintiff ITG has been damaged in the sum of US\$64,605.22, together with interest, and the costs, disbursements, and attorneys' fees incurred in connection with this action.

**AS AND FOR PLAINTIFF'S THIRD CAUSE OF ACTION**

**52.** Plaintiff, ITG, repeats and re-alleges each and every allegation contained in paragraphs 1 through 19, inclusive, with the same force and effect as if the same were set forth fully at length herein.

**53.** On April 19, 2017, ITG, as Seller, entered into a written Sales Contract with Peace Bird, as Buyer, for the sale of polyester fabric-textiles in various colors, and described as "DOUBLE PIQUE" ("the Purchased Items").

**54.** Among other things, the Sales Contract required the Purchased Items, customer item number DXDP005, to be shipped by ITG and delivered "CIF Mexico City."

**55.** The Sales Contract provided that customer item number DXDP005 was to be shipped from any port in China before July 10, 2017.

**56.** The agreed upon price for the Purchased Items payable by Peace Bird to ITG was US\$3.200 per kilogram.

**57.** Peace Bird agreed to pay to ITG the full amount of the Contract Price “OA 180 days,” or 180 days after the Purchased Items were shipped on board by ITG out of any port in China.

**Customer Item DXDP005**

**58.** On June 22, 2017, shipping container number MSKU9479055, containing customer item number DXDP005, and consisting of 842 Rolls of the purchased fabrics-textiles, weighing 19,404.4 kilograms, was shipped on board from Ningbo, China, to Manzanillo, Mexico, for transport by land to Mexico City for delivery to defendant Peace Bird.

**59.** Bill of Lading Number TDSHSE17060289 (589782826), ITG’s Commercial Invoice Number17344YFDR003, in the amount of US\$62,094.08, along with a Packing List for the Purchased Items were provided by ITG to defendant Peace Bird.

**60.** Shipping container number MSKU9479055 arrived at the designated port of discharge in Manzanillo Mexico, and the Purchased Items were delivered to, and received by, defendant Peace Bird.

**Defendant’s Breach**

**61.** Plaintiff ITG, has, at all times, performed its obligations under the Sales Contract.

**62.** The time for Peace Bird to make payment to ITG for the Purchased Items shipped in shipping container number MSKU9479055 under ITG's Commercial Invoice Number 17344YFDR003, expired on December 19, 2017.

**63.** Defendant Peace Bird has failed and refused to make payment for the items of fabric-textiles purchased and received by it and is in breach its obligation to pay for the fabrics-textiles it received.

**64.** As a consequence of defendant Peace Bird's breach of the Sales Contract, plaintiff ITG has been damaged in the sum of US\$62,094.08, together with interest, and the costs, disbursements, and attorneys' fees incurred in connection with this action.

**AS AND FOR PLAINTIFF'S FOURTH CAUSE OF ACTION**

**65.** Plaintiff, ITG, repeats and re-alleges each and every allegation contained in paragraphs 1 through 19, inclusive, with the same force and effect as if the same were set forth fully at length herein.

**66.** On June 4, 2017, ITG, as Seller, entered into a written Sales Contract Number NLF20170601 with Peace Bird, as Buyer, for the sale of polyester fabric-textiles in various colors, described as "DOUBLE PIQUE," "GADOL," and "ZAGREB" ("the Purchased Items").

67. Among other things, the Sales Contract required the Purchased Items, customer item numbers OCC-0076-DP, OCC-0076-G, OCC-0076-Z, and OCC-0080-DP, OCC-0080-G, OCC-0080-Z, and OCC-0078-Z, to be shipped by ITG and delivered “CIF Mexico City.”

68. The Sales Contract provided that customer item numbers OCC-0076 and OCC-0080 were to be shipped out of any port in China before July 31, 2017.

69. The agreed upon Contract Price for the Purchased Items payable by Peace Bird to ITG was US\$3.020 per kilogram for customer item number OCC-0076-DP; US\$3.130 per kilogram for customer items numbered OCC-0076-G and OCC-0080-Z; and US\$3.620 per kilogram and US\$3.430 per kilogram for customer items numbered OCC-0076-Z, OCC-0080-Z, and OCC-0078-Z, respectively.

70. Peace Bird agreed to pay to ITG the full amount of the Contract Price “OA 180 days,” or 180 days after shipment of the Purchased Items by ITG out of any port in China.

**Customer Items OCC-0076, OCC-0079, and OCC-0080**

71. On July 20, 2017, shipping containers numbered TCKU9754281 and BMOU6072416, containing customer item numbers OCC-0076, OCC-0079, and OCC-0080, and consisting of 1,631 Rolls of the purchased fabrics-textiles, with a net weight of 36,026 kilograms, were shipped on board from Shanghai, China, to Hidalgo, Texas, United States, to Manufacturera Cora, S.A., as consignee, at the direction of, and on behalf of defendant Peace Bird. .

**72.** ITG's Commercial Invoice Number 17434YFDR025, in the amount of US\$60,080.21, along with a Packing List for the shipment of the Purchased Items in shipping container OCC-0079; ITG's Commercial Invoice Number 17432YFDR023, in the amount of US\$60,949.58, along with Packing Slips for the shipment of the Purchased Items in shipping containers numbered TCKU9754281 and BMOU6072416; and Bill of Lading Number TDSH17070319 for the shipment of the shipping containers, were provided to defendant Peace Bird.

**73.** Shipping containers numbered TCKU9754281 and BMOU6072416, arrived at the designated port of discharge in Hidalgo, Texas, and the Purchased Items were delivered to, and received by defendant Peace Bird.

#### **Defendant's Breach**

**74.** Plaintiff ITG, has, at all times, performed its obligations under the Sales Contract.

**75.** The time for Peace Bird to make payment to ITG for the Purchased Items shipped in shipping container numbers TCKU9754281 and BMOU6072416, and ITG's Commercial Invoice Numbers 17434FDR025 and 17432YFDR023, expired on January 16, 2018.

**76.** Defendant Peace Bird has failed and refused to make payment for the items of fabric-textiles purchased and received by it and is in breach its obligation to pay for the fabrics-textiles it received.

**77.** As a consequence of defendant Peace Bird's breach of the Sales Contract, plaintiff ITG has been damaged in the sum of US\$121, 029.79, together with interest, and the costs, disbursements, and attorneys' fees incurred in connection with this action.

**AS AND FOR PLAINTIFF'S FIFTH CAUSE OF ACTION**

**78.** Plaintiff, ITG, repeats and re-alleges each and every allegation contained in paragraphs 1 through 19, inclusive, with the same force and effect as if the same were set forth fully at length herein.

**79.** On June 4, 2017, ITG, as Seller, entered into a written Sales Contract Number NLF20170601 with Peace Bird, as Buyer, for the sale of polyester fabric-textiles in various colors, described as “DOUBLE PIQUE,” “GADOL,” and “ZAGREB” (“the Purchased Items”).

**80.** Among other things, the Sales Contract required the Purchased Items, customer item numbers OCC-0077-DP, OCC-0077-G, OCC-0077-Z , and OCC-0078-DP, OCC-0078-G and OCC-0078-Z, to be shipped by ITG and delivered “CIF Mexico City.”.

**81.** The Sales Contract also provided that customer item numbers OCC-0077 and OCC-0078 were to be shipped from any port in China before July 31, 2017.

**82.** The agreed upon Contract Price for the Purchased Items payable by Peace Bird to ITG was US\$3.050 per kilogram, and US\$2.90 per kilogram for customer item numbers OCC-0077-DP and OCC-0078-DP, respectively.

**83.** The agreed upon Contract Price for the Purchased Items payable by Peace Bird to ITG was US\$3.150 per kilogram for customer item numbers OCC-0077-G and OCC-0078-G.



**84.** The agreed upon Contract Price for the Purchased Items payable by Peace Bird to ITG was US\$3.450 per kilogram for customer item numbers OCC-0077-Z and OCC-0078-Z.

**85.** Peace Bird agreed to pay to ITG the full amount of the Contract Price “OA 180 days,” or 180 days after shipment of the Purchased Items by ITG out of any port in China.

**Customer Items OCC-0077 and OCC-0078**

**86.** On July 27, 2017, shipping container numbered ECMU9362939, containing OCC-0077 and OCC-0078, and consisting of 856 Rolls of the purchased fabrics-textiles, weighing 18,579.80 kilograms, were shipped on board from Shanghai, China, to Hidalgo, Texas, United States, to Manufacturera Cora, S.A., at the direction of, and on behalf of defendant Peace Bird.

**87.** Bill of Lading Number TD17070319A, ITG’s Commercial Invoice Number 17433YFDR024, in the amount of US\$62,765.18, along with a Packing List for the shipment of the Purchased Items, were provided to defendant Peace Bird.

**88.** Shipping container numbered ECMU9362939 arrived at the designated port of discharge in Hidalgo, Texas, and the Purchased Items were delivered to, and received by defendant Peace Bird.

**Defendant’s Breach**

**89.** Plaintiff ITG, has, at all times, performed its obligations under the Sales Contract.

**90.** The time for Peace Bird to make payment to ITG for the purchased items shipped in shipping container number ECMU9362939, and ITG's Commercial Invoice Number 17433YFDR024, expired on January 23, 2018.

**91.** Defendant Peace Bird has failed and refused to make payment for the items of fabric-textiles purchased and received by it and is in breach its obligation to pay for the fabrics-textiles it received.

**92.** As a consequence of defendant Peace Bird's breach of the Sales Contract, plaintiff ITG has been damaged in the sum of US\$62,765.18, together with interest, and the costs, disbursements, and attorneys' fees incurred in connection with this action.

**AS AND FOR PLAINTIFF'S SIXTH CAUSE OF ACTION**

**93.** Plaintiff, ITG, repeats and re-alleges each and every allegation contained in paragraphs 1 through 19, inclusive, with the same force and effect as if the same were set forth fully at length herein.

**94.** On May 4, 2017, ITG, as Seller, entered into a written Sales Contract with Peace Bird, as Buyer, for the sale of polyester/spandex fabric-textiles in various colors, and described as "PFP FDY WITHOUT BLUSH" ("the Purchased Items").

**95.** Among other things, the Sales Contract required a part of the Purchased Items, customer item number PFPFD002, to be shipped by ITG and delivered "LDP Mexico City."

**96.** The Sales Contract also provided that customer item number PFPFD002 was to be shipped from any port in China before July 15, 2017.

**97.** The agreed upon Contract Price for the Purchased Items payable by Peace Bird to ITG was US\$4.480 per kilogram.

**98.** Peace Bird agreed to pay to ITG the full amount of the Contract Price “OA 180 days,” or 180 days after shipment of the Purchased Items by ITG out of any port in China.

**Customer Item PFPFD002**

**99.** On July 17, 2017, shipping container number HASU4309550, containing customer item number PFPFD002, consisting of 981 Rolls of the purchased fabrics-textiles weighing 24,145.5 kilograms, was shipped on board from Ningbo, China, to Manzanillo, Mexico, for transport by land to Mexico City for delivery to defendant Peace Bird.

**100.** Bill of Lading Number ENBFL17070157 (ZYA7NGBO21428), ITG’s Commercial Invoice Number 17356YFM52B, in the amount of US\$108,171.84, along with a Packing List for the Purchased Items were provided to defendant Peace Bird.

**101.** Shipping container number HASU4309550 arrived at the designated port of discharge in Manzanillo Mexico, and the Purchased Items were delivered to, and received by defendant Peace Bird.

**Defendant's Breach**

**102.** Plaintiff ITG, has, at all times, performed its obligations under the Sales Contract.

**103.** The time for Peace Bird to make payment to ITG for the Purchased Items shipped in shipping container number HASU4309550, under ITG's Commercial Invoice Number 17356YFM52B, expired on January 13, 2018.

**104.** Defendant Peace Bird has failed and refused to make payment for the items of fabric-textiles purchased and received by it and is in breach its obligation to pay for the fabrics-textiles it received.

**105.** As a consequence of defendant Peace Bird's breach of the Sales Contract, plaintiff ITG has been damaged in the sum of US\$108,171.84, together with interest, and the costs, disbursements, and attorneys' fees incurred in connection with this action.

**AS AND FOR PLAINTIFF'S SEVENTH CAUSE OF ACTION**

**106.** Plaintiff, ITG, repeats and re-alleges each and every allegation contained in paragraphs 1 through 19, inclusive, with the same force and effect as if the same were set forth fully at length herein.

**107.** On May 4, 2017, ITG, as Seller, entered into a written Sales Contract with Peace Bird, as Buyer, for the sale of polyester/spandex fabric-textiles in various colors, described as "PFP DTY BLUSH" ("the Purchased Items").

**108.** Among other things, the Sales Contract required a part of the Purchased Items, customer item number PFPDB002 to be shipped by ITG and delivered “LDP Mexico City.”

**109.** The Sales Contract also provided that customer item number PFPDB002 was to be shipped from any port in China before July 25, 2017.

**110.** The agreed upon Contract Price for the Purchased Items payable by Peace Bird to ITG was US\$4.990 per kilogram.

**111.** Peace Bird agreed to pay to ITG the full amount of the Contract Price “OA 180 days,” or 180 days after shipment of the Purchased Items by ITG out of any port in China.

**Customer Item PFPDB002**

**112.** On July 17, 2017, shipping container number HASU4554162, containing customer items number PFPDB002 consisting of 810 Rolls of the purchased fabrics-textiles, weighing 19,573.6 kilograms, was shipped on board from Ningbo, China to Manzanillo, Mexico, for transport by land to Mexico City for delivery to defendant Peace Bird.

**113.** Bill of Lading Number ZYA7NGBO21466, ITG’s Commercial Invoice Number 17363YFM51B, in the amount of US\$97,672.26, along with a Packing List for the shipment of the Purchased Items were provided to defendant Peace Bird.

114. Shipping container number HASU4554162 arrived at the designated port of discharge in Manzanillo Mexico, and the Purchased Items were delivered to, and received by defendant Peace Bird.

**Defendant's Breach**

115. Plaintiff ITG, has, at all times, performed its obligations under the Sales Contract.

116. The time for Peace Bird to make payment to ITG for the Purchased Items shipped in shipping container number HASU4554162, under ITG's Commercial Invoice Number 17363YFM51B, expired on January 13, 2018.

117. Defendant Peace Bird has failed and refused to make payment for the items of fabric-textiles purchased and received by it and is in breach its obligation to pay for the fabrics-textiles it received.

118. As a consequence of defendant Peace Bird's breach of the Sales Contract, plaintiff ITG has been damaged in the sum of US\$97,672.26, together with interest, and the costs, disbursements, and attorneys' fees incurred in connection with this action.

**AS AND FOR PLAINTIFF'S EIGHTH CAUSE OF ACTION**

119. Plaintiff, ITG, repeats and re-alleges each and every allegation contained in paragraphs 1 through 19, inclusive, with the same force and effect as if the same were set forth fully at length herein.

**120.** On June 19, 2017, ITG, as Seller, entered into a written Sales Contract with Peace Bird, as Buyer, for the sale of fabrics-textiles in various colors, described as “SUPER PONTI” (“the Purchased Items”).

**121.** Among other things, the Sales Contract required the Purchased Items, customer item number SPT010 to be shipped by ITG and delivered “LDP Mexico City.”

**122.** The Sales Contract also provided that customer item number SPT010 was to be shipped out of any port in China before July 10, 2017.

**123.** The agreed upon Contract Price for the Purchased Items payable by Peace Bird to ITG was US\$7.520 per kilogram.

**124.** Peace Bird agreed to pay to ITG the full amount of the Contract Price “OA 180 days,” or 180 days after shipment of the Purchased Items by ITG from any port in China.

**Customer Item SPT010**

**125.** On July 24, 2017, shipping container number FCIU8434636, containing customer item number SPT010, and consisting of 850 Rolls of the purchased fabrics-textiles, weighing 20,788 kilograms, was shipped on board from Ningbo, China, to the port of discharge at Manzanillo, Mexico for delivery in Mexico City, Mexico, to defendant Peace Bird.

**126.** Bill of Lading Number CCNRN7465A5VX505 (PEN7NGBO24505), ITG's Commercial Invoice Number 17456YFM07D, in the amount of US\$156, 325.76, along with a Packing List for the shipment of the Purchased Items, were provided to defendant Peace Bird.

**127.** Shipping container number FCIU8434636 arrived at the designated port of discharge at Manzanillo, Mexico, and the Purchased Items were delivered to, and received by, defendant Peace Bird.

**Defendant's Breach**

**128.** Plaintiff ITG, has, at all times, performed its obligations under the Sales Contract.

**129.** The time for Peace Bird to make payment to ITG for the purchased items shipped in shipping container number FCIU8434636, under ITG's Commercial Invoice Number 17456YFM07D, expired on January 20, 2018.

**130.** Defendant Peace Bird has failed and refused to make payment for the items of fabric-textiles purchased and received by it and is in breach its obligation to pay for the fabrics-textiles it received.

**131.** As a consequence of defendant Peace Bird's breach of the Sales Contract, plaintiff ITG has been damaged in the sum of US\$156, 325.76, together with interest, and the costs, disbursements, and attorneys' fees incurred in connection with this action.



**AS AND FOR PLAINTIFF'S NINTH CAUSE OF ACTION**

- 132.** Plaintiff, ITG, repeats and re-alleges each and every allegation contained in paragraphs 1 through 19, inclusive, with the same force and effect as if the same were set forth fully at length herein.
- 133.** On July 6, 2017, ITG, as Seller, entered into a written Sales Contract with Peace Bird, as Buyer, for the sale of fabrics-textiles in various colors, described as “WOOL DOBBY” (“the Purchased Items”).
- 134.** Among other things, the Sales Contract required the Purchased Items, customer item number WD001-1, to be shipped by ITG and delivered “LDP Mexico City.”.
- 135.** The Sales Contract also provided that customer item number WD001-1 was to be shipped out of any port in China before July 20, 2017.
- 136.** The agreed upon Contract Price for the Purchased Items payable by Peace Bird to ITG was US\$1.430 per metric ton.
- 137.** Peace Bird agreed to pay to ITG the full amount of the Contract Price “OA 180 days,” or 180 days after shipment of the Purchased Items by ITG from any port in China.

**Customer Item WD001-1**

- 138.** On July 31, 2017, shipping container numbers BMOU5702850 and TCNU2205237, containing customer item number WD001-1, consisting of 851 Rolls of purchased fabrics-

textiles, weighing 17,569.7 kilograms, was shipped on board from Ningbo, China, to the port of discharge in Lazaro Cardenas, Mexico, for delivery to defendant Peace Bird.

**139.** Bills of Lading Number YMLUC232013344 (C232013344) and YMLUC232013347 (C232013347), ITG's Commercial Invoice Numbers 17458YFM99BM100A and 17457YFM99AM08AG, in the total amount of US\$152,258.82, along with Packing Lists for the shipments of the Purchased Items, were provided to defendant Peace Bird.

**140.** Shipping container numbers BMOU5702850 and TCNU2205237 arrived at the designated port of discharge in Lazaro Cardenas, Mexico, and the Purchased Items were delivered to, and received by, defendant Peace Bird.

#### **Defendant's Breach**

**141.** Plaintiff ITG, has, at all times, performed its obligations under the Sales Contract.

**142.** The time for Peace Bird to make payment to ITG for the purchased items shipped in shipping container numbers BMOU5702850 and TCNU2205237, under ITG's Commercial Invoices Numbered 17458YFM99BM100A and 17457YFM99AM08AG, expired on January 27, 2018.

**143.** Defendant Peace Bird has failed and refused to make payment for the items of fabric-textiles purchased and received by it and is in breach its obligation to pay for the fabrics-textiles it received.

**144.** As a consequence of defendant Peace Bird's breach of the Sales Contract, plaintiff ITG has been damaged in the sum of US\$152, 258.82, together with interest, and the costs, disbursements, and attorneys' fees incurred in connection with this action.

**AS AND FOR PLAINTIFF'S TENTH CAUSE OF ACTION**

**145.** Plaintiff, ITG, repeats and re-alleges each and every allegation contained in paragraphs 1 through 19, inclusive, with the same force and effect as if the same were set forth fully at length herein.

**146.** On July 6, 2017, ITG, as Seller, entered into a written Sales Contract with Peace Bird, as Buyer, for the sale of fabrics-textiles in various colors, described as "MESH" ("the Purchased Items").

**147.** Among other things, the Sales Contract required the Purchased Items, customer item number MESH001-1, to be shipped by ITG and delivered "LDP Lazaro Cardenas, Mexico."

**148.** The Sales Contract also provided that customer item number MESH001-1, was to be shipped out of any port in China before July 20, 2017.

**149.** The agreed upon Contract Price for the Purchased Items payable by Peace Bird to ITG was US\$6.160 per kilogram.

**150.** Peace Bird agreed to pay to ITG the full amount of the Contract Price "OA 180 days," or 180 days after shipment of the Purchased Items by ITG from any port in China.

**Customer Item MESH001-1**

**151.** On July 31, 2017, shipping container number BMOU5702850, containing customer item number MESH001-1, and consisting of 372 Rolls of the purchased fabrics-textiles weighing 10,210.6 kilograms, were shipped on board from Ningbo, China, to the port of discharge in Lazaro Cardenas, Mexico, for delivery to defendant Peace Bird.

**152.** Bill of Lading Number YMLUC232013344 (C232013344), ITG's Commercial Invoice Number 17458YFM99BM100A, in the amount of US\$62,897.30, along with a Packing List for the shipment of the Purchased Items, were provided to defendant Peace Bird.

**153.** Shipping container number BMOU5702850 arrived at the designated port of discharge in Lazaro Cardenas, Mexico, and the Purchased Items were delivered to, and received by, defendant Peace Bird.

**Defendant's Breach**

**154.** Plaintiff ITG, has, at all times, performed its obligations under the Sales Contract.

**155.** The time for Peace Bird to make payment to ITG for the purchased items shipped in shipping container number BMOU5702850, under ITG's Commercial Invoice Number 17458YFM99BM100A, expired on January 27, 2018.

**156.** Defendant Peace Bird has failed and refused to make payment for the items of fabric-textiles purchased and received by it and is in breach its obligation to pay for the fabrics-textiles it received.

**157.** As a consequence of defendant Peace Bird's breach of the Sales Contract, plaintiff ITG has been damaged in the sum of US\$62,897.30, together with interest, and the costs, disbursements, and attorneys' fees incurred in connection with this action.

**AS AND FOR PLAINTIFF'S ELEVENTH CAUSE OF ACTION**

**158.** Plaintiff, ITG, repeats and re-alleges each and every allegation contained in paragraphs 1 through 19, inclusive, with the same force and effect as if the same were set forth fully at length herein.

**159.** On June 4, 2017, ITG, as Seller, entered into a written Sales Contract with Peace Bird, as Buyer, for the sale of polyester fabric-textiles in various colors, described as "POLY SPUN" ("the Purchased Items").

**160.** Among other things, the Sales Contract required the Purchased Items, customer item numbers PS1028 and PS1029, to be shipped by ITG and delivered "LDP Mexico City."

**161.** The Sales Contract also provided that customer item numbers PS1028 and PS1029. were to be shipped by ITG from any port in China before July 15, 2017.

**162.** The agreed upon Contract Price for the Purchased Items payable by Peace Bird to ITG was US\$4.130 per kilogram.

- 163.** Peace Bird agreed to pay to ITG the full amount of the Contract Price “OA 180 days,” or 180 days after shipment of the Purchased Items by ITG out of any port in China.

**Customer Item PS1028**

- 164.** On June 30, 2017, shipping container number MRKU5221712, containing customer item number PS1028, and containing 1109 Rolls of the purchased fabrics-textiles weighing 24,369 kilograms, was shipped on board from Ningbo, China, to Manzanillo, Mexico, for transport by land to Mexico City for delivery to defendant Peace Bird.

- 165.** Bill of Lading Number TDSHSE17060542 (589782845), ITG’s Commercial Invoice Number 17369YFDR004, in the amount of US\$100,643.97, along with a Packing List for the shipment of the Purchased Items, were provided to defendant Peace Bird.

- 166.** Shipping containers numbered MRKU5221712 arrived at the designated port of discharge in Manzanillo, Mexico, and the purchased items were delivered to, and received by defendant Peace Bird.

**Customer Item PS1029**

- 167.** On June 30, 2017, shipping container number EMCU9845140, containing customer item number PS1029, consisting of 1080 Rolls of the purchased fabrics-textiles, weighing 23,716.1 kilograms, was shipped on board from Ningbo, China to Manzanillo, Mexico, for transport by land to Mexico City for delivery to defendant Peace Bird.

**168.** Bill of Lading Number TDSHSE17060557 (EGLV143785215662), ITG's Commercial Invoice Number 17370YFDR005, in the amount of US\$97,947.49, along with a Packing List for the shipment of the Purchased Items were provided to defendant Peace Bird.

**169.** Shipping containers numbered EMCU9845140 arrived at the designated port of discharge in Manzanillo, Mexico, and the purchased items were delivered to, and received by defendant Peace Bird.

### **Defendant's Breach**

**170.** Plaintiff ITG, has, at all times, performed its obligations under the Sales Contract.

**171.** The time for Peace Bird to make payment to ITG for the purchased items shipped in shipping container numbers MRKU5221712 and EMCU9845140, under ITG's Commercial Invoice Numbers 17369YFDR004 and 17370YFDR005, expired on December 27, 2017.

**172.** Defendant Peace Bird has failed and refused to make payment for the items of fabric-textiles purchased and received by it and is in breach its obligation to pay for the fabrics-textiles it received.

**173.** As a consequence of defendant Peace Bird's breach of the Sales Contract, plaintiff ITG has been damaged in the sum of US\$198,591.46, together with interest, and the costs, disbursements, and attorneys' fees incurred in connection with this action.

**AS AND FOR PLAINTIFF'S TWELVETH CAUSE OF ACTION**

**174.** Plaintiff, ITG, repeats and re-alleges each and every allegation contained in paragraphs 1 through 19, inclusive, with the same force and effect as if the same were set forth fully at length herein.

**175.** On June 4, 2017, ITG, as Seller, entered into a written Sales Contract with Peace Bird, as Buyer, for the sale of polyester fabric-textiles in various colors, described as “75D BOMBAY” (“the Purchased Items”).

**176.** Among other things, the Sales Contract required the Purchased Items, customer item numbers DXB086, DXB087 and BB1027, to be shipped by ITG and delivered “LDP Mexico City.”

**177.** The Sales Contract also provided that customer items numbered DXB086, DXB087 and BB1027, were to be shipped out of any port in China before July 15, 2017.

**178.** The agreed upon Contract Price for the Purchased Items payable by Peace Bird to ITG was US\$3.870 per kilogram.

**179.** Peace Bird agreed to pay to ITG the full amount of the Contract Price “OA 180 days,” or 180 days after shipment of the Purchased Items by ITG from any port in China.



**Customer Item DXB086**

**180.** On June 30, 2017, shipping container number PONU7545796, containing customer item number DXB086, consisting of 850 Rolls of the purchased fabrics-textiles weighing 17,235.7 kilograms, were shipped on board from Ningbo, China, to the port of discharge in Manzanillo, Mexico, for transport to the place of delivery at Mexico City, Mexico, on behalf of defendant Peace Bird.

**181.** Bill of Lading Number TDSHSE17060544 (589782847), ITG's Commercial Invoice Number 17371YFDR006, in the amount of US\$66,702.16, along with a Packing List for the shipment of the Purchased Items, were provided to defendant Peace Bird.

**182.** Shipping container number PONU7545796 arrived at the designated port of discharge in Manzanillo, Mexico, and the Purchased Items were delivered to, and received by, defendant Peace Bird.

**Customer Item DXB087**

**183.** On June 30, 2017, shipping container numbered HMCU9156606, containing customer item number DXB087, consisting of 837 Rolls of the purchased fabrics-textiles weighing 16,899.4 kilograms, were shipped on board from Ningbo, China, to the port of discharge in Manzanillo, Mexico, for transport to the place of delivery at Mexico City, Mexico, on behalf of defendant Peace Bird.

**184.** Bill of Lading Number EGLV143785215689, ITG's Commercial Invoice Number 17372YFDR007, in the amount of US\$65,400.68, along with a Packing List for the shipment of the Purchased Items, were provided to defendant Peace Bird.

**185.** Shipping container number HMCU9156606 arrived at the designated port of discharge in Manzanillo, Mexico, and the Purchased Items were delivered to, and received by, defendant Peace Bird.

**Customer Item BB1027**

**186.** On June 30, 2017, shipping container numbered MRKU5323910, containing customer item number BB1027, consisting of 821 Rolls of the purchased fabrics-textiles weighing 16,574.9 kilograms, were shipped on board from Ningbo, China, to the port of discharge in Manzanillo, Mexico, for transport to the place of delivery at Mexico City, Mexico, on behalf of defendant Peace Bird.

**187.** Bill of Lading Number TDSHSE17060545 (589782848), ITG's Commercial Invoice Number 17373YFDR008, in the amount of US\$64,144.86, along with a Packing List for the shipment of the Purchased Items, were provided to defendant Peace Bird.

**188.** Shipping container number MRKU5323910 arrived at the designated port of discharge in Manzanillo, Mexico, and the Purchased Items were delivered to, and received by, defendant Peace Bird.

**Defendant's Breach**

**189.** Plaintiff ITG, has, at all times, performed its obligations under the Sales Contract.

**190.** The time for Peace Bird to make payment to ITG for the purchased items shipped in shipping container numbers PONU7545796 and MRKU5323910, under ITG's Commercial Invoice Numbers, 17371YFDR006 and 17373YFDR008, respectively, expired on December 27, 2017.

**191.** The time for Peace Bird to make payment to ITG for the purchased items shipped in shipping container number HMCU9156606, under ITG's Commercial Invoice Number 17372YFDR007, expired on December 27, 2017.

**192.** Defendant Peace Bird has failed and refused to make payment for the items of fabric-textiles purchased and received by it and is in breach its obligation to pay for the fabrics-textiles it received.

**193.** As a consequence of defendant Peace Bird's breach of the Sales Contract, plaintiff ITG has been damaged in the sum of US\$196,247.70, together with interest, and the costs, disbursements, and attorneys' fees incurred in connection with this action.

**AS AND FOR PLAINTIFF'S THIRTEENTH CAUSE OF ACTION**

**194.** Plaintiff, ITG, repeats and re-alleges each and every allegation contained in paragraphs 1 through 19, inclusive, with the same force and effect as if the same were set forth fully at length herein.

**195.** On June 4, 2017, ITG, as Seller, entered into a written Sales Contract with Peace Bird, as Buyer, for the sale of polyester fabric-textiles in various colors, described as “DTY BLUSH” (“the Purchased Items”).

**196.** Among other things, the Sales Contract required the Purchased Items, customer item numbers DXDB004 and DXDB006, to be shipped by ITG and delivered “LDP Mexico City.”

**197.** The Sales Contract also provided that customer item numbers DXDB004 and DXDB006, be shipped out of any port in China before July 15, 2017.

**198.** The agreed upon Contract Price for the Purchased Items payable by Peace Bird to ITG was US\$5.450 per kilogram.

**199.** Peace Bird agreed to pay to ITG the full amount of the Contract Price “OA 180 days,” or 180 days after shipment of the Purchased Items by ITG from any port in China.

**Customer Item DXDB004**

**200.** On June 30, 2017, shipping container numbered EITU1750127 containing customer item number DXDB004, consisting of 910 Rolls of the purchased fabrics-textiles weighing 19,822.7 kilograms, were shipped on board from Ningbo, China, to the port of discharge in Manzanillo, Mexico, for transport to the place of delivery at Mexico City, Mexico, on behalf of defendant Peace Bird.

**201.** Bill of Lading Number TDSHSE17060543 (EGLV143785215646), ITG's Commercial Invoice Number 17374YFDR009, in the amount of US\$108,033.72, along with a Packing List for the shipment of the Purchased Items, were provided to defendant Peace Bird.

**202.** Shipping container number EITU1750127 arrived at the designated port of discharge in Manzanillo, Mexico, and the Purchased Items were delivered to, and received by, defendant Peace Bird.

**Customer Item DXDB006**

**203.** On June 30, 2017, shipping container numbered MSKU9246984 containing customer item number DXDB006, consisting of 867 Rolls of the purchased fabrics-textiles weighing 19,053.3 kilograms, were shipped on board from Ningbo, China, to the port of discharge in Manzanillo, Mexico, for transport to the place of delivery at Mexico City, Mexico, on behalf of defendant Peace Bird.

**204.** Bill of Lading Number TDSHSE17060553 (589782846), ITG's Commercial Invoice Number 17375YFDR010, in the amount of US\$103,840.49, along with a Packing List for the shipment of the Purchased Items, were provided to defendant Peace Bird.

**205.** Shipping container number MSKU9246984 arrived at the designated port of discharge in Manzanillo, Mexico, and the Purchased Items were delivered to, and received by, defendant Peace Bird.

### **Defendant's Breach**

**206.** Plaintiff ITG, has, at all times, performed its obligations under the Sales Contract.

**207.** The time for Peace Bird to make payment to ITG for the purchased items shipped in shipping container numbers EITU1750127 and MSKU9246984, under ITG's Commercial Invoice Numbers 17374YFDR009 and 17375YFDR010, respectively, expired on December 27, 2017.

**208.** Defendant Peace Bird has failed and refused to make payment for the items of fabric-textiles purchased and received by it and is in breach its obligation to pay for the fabrics-textiles it received.

**209.** As a consequence of defendant Peace Bird's breach of the Sales Contract, plaintiff ITG has been damaged in the sum of US\$211,874.21, together with interest, and the costs, disbursements, and attorneys' fees incurred in connection with this action.

### **AS AND FOR PLAINTIFF'S FOURTEENTH CAUSE OF ACTION**

**210.** Plaintiff, ITG, repeats and re-alleges each and every allegation contained in paragraphs 1 through 19, inclusive, with the same force and effect as if the same were set forth fully at length herein.

**211.** On June 4, 2017, ITG, as Seller, entered into a written Sales Contract with Peace Bird, as Buyer, for the sale of polyester fabric-textiles in various colors, described as "21DTY FELPA SPUN" ("the Purchased Items").

**212.** Among other things, the Sales Contract required the Purchased Items, customer item numbers FS1016 and FS1017, to be shipped by ITG and delivered “LDP Mexico City.”

**213.** The Sales Contract also provided that customer item numbers FS1016 and FS1017 be shipped out of any port in China before July 15, 2017.

**214.** The agreed upon Contract Price for the Purchased Items payable by Peace Bird to ITG was US\$4.130 per kilogram.

**215.** Peace Bird agreed to pay to ITG the full amount of the Contract Price “OA 180 days,” or 180 days after shipment of the Purchased Items by ITG from any port in China.

**Customer Item FS1016**

**216.** On June 30, 2017, shipping container numbered MRKU4381001, containing customer item number FS1016, consisting of 666 Rolls of the purchased fabrics-textiles weighing 17,655.1 kilograms, were shipped on board from Ningbo, China, to the port of discharge in Manzanillo, Mexico, for transport to the place of delivery at Mexico City, Mexico, on behalf of defendant Peace Bird.

**217.** Bill of Lading Number TDSHSE17060540 (589782844), ITG’s Commercial Invoice Number 17376YFDR011, in the amount of US\$72,915.56, along with a Packing List for the shipment of the Purchased Items, were provided to defendant Peace Bird.

**218.** Shipping container number MRKU4381001 arrived at the designated port of discharge in Manzanillo, Mexico, and the Purchased Items were delivered to, and received by, defendant Peace Bird.

**Customer Item FS1017**

**219.** On June 30, 2017, shipping container numbered GESU5912490, containing customer item number FS1017, consisting of 667 Rolls of the purchased fabrics-textiles weighing 17,765.8 kilograms, were shipped on board from Ningbo, China, to the port of discharge in Manzanillo, Mexico, for transport to the place of delivery at Mexico City, Mexico, on behalf of defendant Peace Bird.

**220.** Bill of Lading Number TDSHSE17060541 (589782843), ITG's Commercial Invoice Number 17377YFDR012, in the amount of US\$73,372.75, along with a Packing List for the shipment of the Purchased Items, were provided to defendant Peace Bird.

**221.** Shipping container number GESU5912490 arrived at the designated port of discharge in Manzanillo, Mexico, and the Purchased Items were delivered to, and received by, defendant Peace Bird.

**Defendant's Breach**

**222.** Plaintiff ITG, has, at all times, performed its obligations under the Sales Contract.

**223.** The time for Peace Bird to make payment to ITG for the purchased items shipped in shipping container numbers MRKU4381001 and GESU5912490, under ITG's Commercial



Invoice Numbers 17376YFDR011 and 17377YFDR012, respectively, expired on December 27, 2017.

**224.** Defendant Peace Bird has failed and refused to make payment for the items of fabric-textiles purchased and received by it and is in breach its obligation to pay for the fabrics-textiles it received.

**225.** As a consequence of defendant Peace Bird's breach of the Sales Contract, plaintiff ITG has been damaged in the sum of US\$146,288.31, together with interest, and the costs, disbursements, and attorneys' fees incurred in connection with this action.

**AS AND FOR PLAINTIFF'S FIFTEENTH CAUSE OF ACTION**

**226.** Plaintiff, ITG, repeats and re-alleges each and every allegation contained in paragraphs 1 through 19, inclusive, with the same force and effect as if the same were set forth fully at length herein.

**227.** On June 4, 2017, ITG, as Seller, entered into a written Sales Contract with Peace Bird, as Buyer, for the sale of fabrics-textiles in various colors, described as "RAYON SPANDEX" ("the Purchased Items").

**228.** Among other things, the Sales Contract required the Purchased Items, customer item numbers AYR066 and RY1101, to be shipped by ITG and delivered LDP Mexico City."

**229.** The Sales Contract also provided that customer item numbers AYR066 and RY1101 were to be shipped out of any port in China before July 15, 2017.

**230.** The agreed upon Contract Price for the Purchased Items payable by Peace Bird to ITG was US\$6.410 per kilogram.

**231.** Peace Bird agreed to pay to ITG the full amount of the Contract Price “OA 180 days,” or 180 days after shipment of the Purchased Items by ITG from any port in China.

**Customer Item AYR066**

**232.** On June 30, 2017, shipping container numbered CAIU9790356, containing customer item number AYR066, consisting of 948 Rolls of the purchased fabrics-textiles weighing 21,847.7 kilograms, was shipped on board from Ningbo, China, to the port of discharge in Manzanillo, Mexico, for transport to the place of delivery at Mexico City, Mexico, on behalf of defendant Peace Bird.

**233.** Bill of Lading Number TDSHSE17060554 (EGLV143785215654), ITG’s Commercial Invoice Number 17378YFDR013, in the amount of US\$140,043.76, along with a Packing List for the shipment of the Purchased Items, were provided to defendant Peace Bird.

**234.** Shipping container number CAIU9790356 arrived at the designated port of discharge in Manzanillo, Mexico, and the Purchased Items were delivered to, and received by, defendant Peace Bird.

**Customer Item RY101**

**235.** On June 30, 2017, shipping container numbered LTIU8007232, containing customer item number RY1101 containing 932 Rolls of the purchased fabrics-textiles, weighing 21,905.1 kilograms, were shipped on board from Ningbo, China, to the port of discharge in Manzanillo, Mexico, for transport to the place of delivery at Mexico City, Mexico, on behalf of defendant Peace Bird.

**236.** Bill of Lading Number TDSHSE17060558 (EGLV143785215671), ITG's Commercial Invoice Number 17379YFDR014, in the amount of US\$140,411.69, along with a Packing List for the shipment of the Purchased Items, were provided to defendant Peace Bird.

**237.** Shipping container number LTIU8007232 arrived at the designated port of discharge in Manzanillo, Mexico, and the Purchased Items were delivered to, and received by, defendant Peace Bird.

**Defendant's Breach**

**238.** Plaintiff ITG, has, at all times, performed its obligations under the Sales Contract.

**239.** The time for Peace Bird to make payment to ITG for the purchased items shipped in shipping container numbers CAIU9790356 and LTIU8007232, under ITG's Commercial Invoice Numbers 17378YFDR013 and 17379YFDR014, respectively, expired on December 27, 2017.

**240.** Defendant Peace Bird has failed and refused to make payment for the items of fabric-textiles purchased and received by it and is in breach its obligation to pay for the fabrics-textiles it received.

**241.** As a consequence of defendant Peace Bird's breach of the Sales Contract, plaintiff ITG has been damaged in the sum of US\$280,455.45, together with interest, and the costs, disbursements, and attorneys' fees incurred in connection with this action.

**AS AND FOR PLAINTIFF'S SIXTEENTH CAUSE OF ACTION**

**242.** Plaintiff, ITG, repeats and re-alleges each and every allegation contained in paragraphs 1 through 19, inclusive, with the same force and effect as if the same were set forth fully at length herein.

**243.** On June 4, 2017, ITG, as Seller, entered into a written Sales Contract with Peace Bird, as Buyer, for the sale of fabric-textiles in various colors, described as "RAYON SPANDEX" ("the Purchased Items").

**244.** Among other things, the Sales Contract required the Purchased Items, customer item number AYR067, to be shipped by ITG and delivered "LDP Mexico City."

**245.** The Sales Contract also provided that customer item number AYR067 be shipped out of any port in China before July 15, 2017.

**246.** The agreed upon Contract Price for the Purchased Items payable by Peace Bird to ITG was US\$6.470 per kilogram.

**247.** Peace Bird agreed to pay to ITG the full amount of the Contract Price “OA 180 days,” or 180 days after shipment of the Purchased Items by ITG from any port in China.

**Customer Item AYR067**

**248.** On July 05, 2017, shipping container numbered CAXU 9243983, containing customer item number AYR067, consisting of 943 Rolls of the purchased fabrics-textiles weighing 21,968.1 kilograms, was shipped on board from Ningbo, China, to the port of discharge in Manzanillo, Mexico, for transport to the place of delivery at Mexico City, Mexico, on behalf of defendant Peace Bird.

**249.** Bill of Lading Number HLCUNG11707BDKT1 (HLCBON23770), ITG’s Commercial Invoice Number 17391YFDR015, in the amount of US\$142,133.61, along with a Packing List for the shipment of the Purchased Items, were provided to defendant Peace Bird.

**250.** Shipping container number CAXU 9243983 arrived at the designated port of discharge in Manzanillo, Mexico, and the Purchased Items were delivered to, and received by, defendant Peace Bird.

**Defendant’s Breach**

**251.** Plaintiff ITG, has, at all times, performed its obligations under the Sales Contract.

**252.** The time for Peace Bird to make payment to ITG for the purchased items shipped in shipping container number CAXU 9243983, under IYG's Commercial Invoice Number 17391YFDR015, expired on January 1, 2018.

**253.** Defendant Peace Bird has failed and refused to make payment for the items of fabric-textiles purchased and received by it and is in breach its obligation to pay for the fabrics-textiles it received.

**254.** As a consequence of defendant Peace Bird's breach of the Sales Contract, plaintiff ITG has been damaged in the sum of US\$142,133.61, together with interest, and the costs, disbursements, and attorneys' fees incurred in connection with this action.

**AS AND FOR PLAINTIFF'S SEVENTEENTH CAUSE OF ACTION**

**255.** Plaintiff, ITG, repeats and re-alleges each and every allegation contained in paragraphs 1 through 19, inclusive, with the same force and effect as if the same were set forth fully at length herein.

**256.** On June 4, 2017, ITG, as Seller, entered into a written Sales Contract with Peace Bird, as Buyer, for the sale of fabrics-textiles in various colors, described as "75D BOMBAY" ("the Purchased Items").

**257.** Among other things, the Sales Contract required the Purchased Items, customer item numbers DXB088, DXB089 and BB1028, to be shipped by ITG and delivered "LDP Mexico City."

**258.** The Sales Contract also provided that customer item numbers DXB088, DXB089 and BB1028, were to be shipped out of any port in China before July 15, 2017.

**259.** The agreed upon Contract Price for the Purchased Items payable by Peace Bird to ITG was US\$3.960 per kilogram.

**260.** Peace Bird agreed to pay to ITG the full amount of the Contract Price “OA 180 days,” or 180 days after shipment of the Purchased Items by ITG from any port in China.

**Customer Item BB1028**

**261.** On July 5, 2017, shipping container numbered UASU1037657, containing customer item number BB1028, consisting of 878 Rolls of the purchased fabrics-textiles weighing 17,764.5 kilograms, were shipped on board from Ningbo, China, to the port of discharge in Manzanillo, Mexico, for transport to the place of delivery at Mexico City, Mexico, on behalf of defendant Peace Bird.

**262.** Bill of Lading Number HLCUNG11707BDKH0 (HLCBON23768), ITG’s Commercial Invoice Number 17392YFDR016, in the amount of US\$70,347.42, along with a Packing List for the shipment of the Purchased Items, were provided to defendant Peace Bird.

**263.** Shipping container number UASU1037657 arrived at the designated port of discharge in Manzanillo, Mexico, and the Purchased Items were delivered to, and received by, defendant Peace Bird.

**Customer Item DXB088**

**264.** On July 7, 2017, shipping container numbered MSKU0978351, containing customer item number DXB088, consisting of 865 Rolls of the purchased fabrics-textiles weighing 17,119.70 kilograms, were shipped on board from Ningbo, China, to the port of discharge in Manzanillo, Mexico, for transport to the place of delivery at Mexico City, Mexico, on behalf of defendant Peace Bird.

**265.** Bill of Lading Number TDSHSE17060759 (589782853), ITG's Commercial Invoice Number 17395YFDR019, in the amount of US\$67,794.01, along with a Packing List for the shipment of the Purchased Items, were provided to defendant Peace Bird.

**266.** Shipping container number MSKU0978351 arrived at the designated port of discharge in Manzanillo, Mexico, and the Purchased Items were delivered to, and received by, defendant Peace Bird.

**Customer Item DXB089**

**267.** On July 7, 2017, shipping container numbered MSKU1118992, containing customer item number DXB089, consisting of 872 Rolls of the purchased fabrics-textiles weighing 17,487.6 kilograms, were shipped on board from Ningbo, China, to the port of discharge in Manzanillo, Mexico, for transport to the place of delivery at Mexico City, Mexico, on behalf of defendant Peace Bird.



**268.** Bill of Lading Number TDSHSE17060760 (589782854), ITG's Commercial Invoice Number 17396YFDR020, in the amount of US\$69,250.90, along with a Packing List for the shipment of the Purchased Items, were provided to defendant Peace Bird.

**269.** Shipping container number MSKU1118992 arrived at the designated port of discharge in Manzanillo, Mexico, and the Purchased Items were delivered to, and received by, defendant Peace Bird.

### **Defendant's Breach**

**270.** Plaintiff ITG, has, at all times, performed its obligations under the Sales Contract.

**271.** The time for Peace Bird to make payment to ITG for the purchased items shipped in shipping container numbers UASU1037657, MSKU0978351, and MSKU1118992, under ITG's Commercial Invoice Numbers 17392YFDR016, 17395YFDR019, and 17396YFDR020, respectively, expired on January 1, 2018 and January 3, 2018.

**272.** Defendant Peace Bird has failed and refused to make payment for the items of fabric-textiles purchased and received by it and is in breach its obligation to pay for the fabrics-textiles it received.

**273.** As a consequence of defendant Peace Bird's breach of the Sales Contract, plaintiff ITG has been damaged in the sum of US\$207,392.33, together with interest, and the costs, disbursements, and attorneys' fees incurred in connection with this action.

**AS AND FOR PLAINTIFF'S EIGHTEENTH CAUSE OF ACTION**

- 274.** Plaintiff, ITG, repeats and re-alleges each and every allegation contained in paragraphs 1 through 19, inclusive, with the same force and effect as if the same were set forth fully at length herein.
- 275.** On June 4, 2017, ITG, as Seller, entered into a written Sales Contract with Peace Bird, as Buyer, for the sale of fabric-textiles in various colors, described as “21DTY FELPA SPUN” (“the Purchased Items”).
- 276.** Among other things, the Sales Contract required the Purchased Items, customer item number FS1018, to be shipped by ITG and delivered “LDP Mexico City.”
- 277.** The Sales Contract also provided that customer item number FS1018 was to be shipped out of any port in China before July 15, 2017.
- 278.** The agreed upon Contract Price for the Purchased Items payable by Peace Bird to ITG was US\$4.130 per kilogram.
- 279.** Peace Bird agreed to pay to ITG the full amount of the Contract Price “OA 180 days,” or 180 days after shipment of the Purchased Items by ITG from any port in China.

**Customer Item FS1018**

- 280.** On July 05, 2017, shipping container numbered TEMU 6706561, containing customer item number FS1018, consisting of 652 Rolls of the purchased fabrics-textiles weighing 17,474

kilograms, were shipped on board from Ningbo, China, to the port of discharge in Manzanillo, Mexico, for transport to the place of delivery at Mexico City, Mexico, on behalf of defendant Peace Bird.

**281.** Bill of Lading Number HLCUNG11707BDKU2 (HLCBON23773), ITG's Commercial Invoice Number 17393YFDR017, in the amount of US\$72,167.62, along with a Packing List for the shipment of the Purchased Items, were provided to defendant Peace Bird.

**282.** Shipping container number TEMU 6706561 arrived at the designated port of discharge in Manzanillo, Mexico, and the Purchased Items were delivered to, and received by, defendant Peace Bird.

#### **Defendant's Breach**

**283.** Plaintiff ITG, has, at all times, performed its obligations under the Sales Contract.

**284.** The time for Peace Bird to make payment to ITG for the purchased items shipped in shipping container number TEMU 6706561, under ITG's Commercial Invoice Number 17393YFDR017, expired on January 1, 2018.

**285.** Defendant Peace Bird has failed and refused to make payment for the items of fabric-textiles purchased and received by it and is in breach its obligation to pay for the fabrics-textiles it received.

**286.** As a consequence of defendant Peace Bird's breach of the Sales Contract, plaintiff ITG has been damaged in the sum of US\$72,167.62, together with interest, and the costs, disbursements, and attorneys' fees incurred in connection with this action.

**AS AND FOR PLAINTIFF'S NINETEENTH CAUSE OF ACTION**

**287.** Plaintiff, ITG, repeats and re-alleges each and every allegation contained in paragraphs 1 through 19, inclusive, with the same force and effect as if the same were set forth fully at length herein.

**288.** On June 4, 2017, ITG, as Seller, entered into a written Sales Contract with Peace Bird, as Buyer, for the sale of fabrics-textiles in various colors, described as "POLY SPUN" ("the Purchased Items").

**289.** Among other things, the Sales Contract required the Purchased Items, customer item numbers PS1030 and PS1031, to be shipped by ITG and delivered "LDP Mexico City."

**290.** The Sales Contract also provided that customer item numbers PS1030 and PS1031, were to be shipped out of any port in China before July 15, 2017.

**291.** The agreed upon Contract Price for the Purchased Items payable by Peace Bird to ITG was US\$4.130 per kilogram.

**292.** Peace Bird agreed to pay to ITG the full amount of the Contract Price “OA 180 days,” or 180 days after shipment of the Purchased Items by ITG from any port in China.

**Customer Item PS1030**

**293.** On July 5, 2017, shipping container numbered TCLU 8614127 containing customer item number PS1030, consisting of 1090 Rolls of the purchased fabrics-textiles weighing 23,973.2 kilograms, were shipped on board from Ningbo, China, to the port of discharge in Manzanillo, Mexico, for transport to the place of delivery at Mexico City, Mexico, on behalf of defendant Peace Bird.

**294.** Bill of Lading Number HLCUNG11707BDKV4 (HLCBON23771), ITG’s Commercial Invoice Number 17394YFDR018, in the amount of US\$99,009.32, along with a Packing List for the shipment of the Purchased Items, were provided to defendant Peace Bird.

**295.** Shipping container number TCLU 8614127 arrived at the designated port of discharge in Manzanillo, Mexico, and the Purchased Items were delivered to, and received by, defendant Peace Bird.

**Customer Item PS1031**

**296.** On July 7, 2017, shipping container numbered GLDU0619697, containing customer item number PS1031, consisting of 1074 Rolls of the purchased fabrics-textiles weighing 23,703.4 kilograms, were shipped on board from Ningbo, China, to the port of discharge in Manzanillo, Mexico, for transport to the place of delivery at Mexico City, Mexico, on behalf of defendant Peace Bird.

**297.** Bill of Lading Number TDSHSE17060762 (589782856), ITG's Commercial Invoice Number 17398YFDR022, in the amount of US\$97,895.04, along with a Packing List for the shipment of the Purchased Items, were provided to defendant Peace Bird.

**298.** Shipping container number GLDU0619697 arrived at the designated port of discharge in Manzanillo, Mexico, and the Purchased Items were delivered to, and received by, defendant Peace Bird.

**Defendant's Breach**

**299.** Plaintiff ITG, has, at all times, performed its obligations under the Sales Contract.

**300.** The time for Peace Bird to make payment to ITG for the purchased items shipped in shipping container numbers TCLU 8614127 and GLDU0619697, under ITG's Commercial

Invoice Numbers 17394YFDR018 and 17398YFDR022, respectively, expired on January 1, 2018 and January 3, 2018.

**301.** Defendant Peace Bird has failed and refused to make payment for the items of fabric-textiles purchased and received by it and is in breach its obligation to pay for the fabrics-textiles it received.

**302.** As a consequence of defendant Peace Bird's breach of the Sales Contract, plaintiff ITG has been damaged in the sum of US\$196,904.36, together with interest, and the costs, disbursements, and attorneys' fees incurred in connection with this action.

**AS AND FOR PLAINTIFF'S TWENTIETH CAUSE OF ACTION**

**303.** Plaintiff, ITG, repeats and re-alleges each and every allegation contained in paragraphs 1 through 19, inclusive, with the same force and effect as if the same were set forth fully at length herein.

**304.** On June 4, 2017, ITG, as Seller, entered into a written Sales Contract with Peace Bird, as Buyer, for the sale of fabrics-textiles in various colors, described as "JACAR LIVERPOOR" ("the Purchased Items").

**305.** Among other things, the Sales Contract required the Purchased Items, customer item number JL1001, to be shipped by ITG and delivered "LDP Mexico City."

**306.** The Sales Contract also provided that customer item number JL1001 was to be shipped by ITG, and delivered Mexico, out of any port in China before July 15, 2017.

**307.** The agreed upon Contract Price for the Purchased Items payable by Peace Bird to ITG was US\$5.240 per kilogram.

**308.** Peace Bird agreed to pay to ITG the full amount of the Contract Price “OA 180 days,” or 180 days after shipment of the Purchased Items by ITG from any port in China.

**Customer Item JL1001**

**309.** On July 7, 2017, shipping container numbered MRKU4200042, containing customer item number JL1001, consisting of 565Rolls of the purchased fabrics-textiles weighing 12,970.6 kilograms, were shipped on board from Ningbo, China, to the port of discharge in Manzanillo, Mexico, for transport to the place of delivery at Mexico City, Mexico, on behalf of defendant Peace Bird.

**310.** Bill of Lading Number TDSHSE17060761 (589782855), ITG’s Commercial Invoice Number 17397YFDR021, in the amount of US\$67,965.94, along with a Packing List for the shipment of the Purchased Items, were provided to defendant Peace Bird.



**311.** Shipping container number MRKU4200042 arrived at the designated port of discharge in Manzanillo, Mexico, and the Purchased Items were delivered to, and received by, defendant Peace Bird.

**Defendant's Breach**

**312.** Plaintiff ITG, has, at all times, performed its obligations under the Sales Contract.

**313.** The time for Peace Bird to make payment to ITG for the purchased items shipped in shipping container number MRKU4200042, under ITG's Commercial Invoice Number 17397YFDR021, expired on January 3, 2018.

**314.** Defendant Peace Bird has failed and refused to make payment for the items of fabric-textiles purchased and received by it and is in breach its obligation to pay for the fabrics-textiles it received.

**315.** As a consequence of defendant Peace Bird's breach of the Sales Contract, plaintiff ITG has been damaged in the sum of US\$67,965.94, together with interest, and the costs, disbursements, and attorneys' fees incurred in connection with this action.

WHEREFORE, plaintiff, XIAMEN ITG GROUP CORP., LTD., demands judgment in its favor and against, defendant, PEACE BIRD TRADING CORP., as follows:

- 1.** on plaintiff's first cause of action, in the amount of \$101,822.93, together with interest and costs; and
- 2.** on plaintiff's second cause of action, in the amount of \$64,605.22, together with interest and costs; and

3. on plaintiff's third cause of action, in the amount of \$62,094.08, together with interest and costs; and
4. on plaintiff's fourth cause of action, in the amount of \$121,029.79, together with interest and costs; and
5. on plaintiff's fifth cause of action, in the amount of \$62,765.18, together with interest and costs; and
6. on plaintiff's sixth cause of action, in the amount of \$108,171.84, together with interest and costs; and
7. on plaintiff's seventh cause of action, in the amount of \$97,672.26, together with interest and costs; and
8. on plaintiff's eighth cause of action, in the amount of \$156,325.76, together with interest and costs; and
9. on plaintiff's ninth cause of action, in the amount of \$152,258.82, together with interest and costs; and
10. on plaintiff's tenth cause of action, in the amount of \$62,897.30, together with interest and costs; and
11. on plaintiff's eleventh cause of action, in the amount of \$198,591.46, together with interest and costs; and
12. on plaintiff's twelfth cause of action, in the amount of \$196,247.70, together with interest and costs; and
13. on plaintiff's thirteenth cause of action, in the amount of \$211,874.21, together with interest and costs; and
14. on plaintiff's fourteenth cause of action, in the amount of \$146,288.31, together with interest and costs; and
15. on plaintiff's fifteenth cause of action, in the amount of \$280,455.45, together with interest and costs; and
16. on plaintiff's sixteenth cause of action, in the amount of \$142,133.61, together with interest and costs; and

17. on plaintiff's seventeenth cause of action, in the amount of \$207,392.33, together with interest and costs; and

18. on plaintiff's eighteenth cause of action, in the amount of \$72,167.62, together with interest and costs; and

19. on plaintiff's nineteenth cause of action, in the amount of \$196,904.36, together with interest and costs; and

20. on plaintiff's twentieth cause of action, in the amount of \$67,965.94, together with interest and costs,

together, totaling the sum of US\$ 2,709,664.17, plus interest, costs and attorneys' fees, and such other and further relief as the Court may deem necessary and proper in the premises.

Law Office of John J. Janiec

By: 

John J. Janiec

261 Madison Avenue, Fl.12  
New York, New York 10016  
(212) 629 -0027

E-mail: [jjaniec@jjlawoffice.com](mailto:jjaniec@jjlawoffice.com)

To:  
Peace Bird Trading Corp.  
1441 67<sup>th</sup> Street, Unit 1B  
Brooklyn, New York 11219